



CJ 4689-

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

TIM RHODES
COURT CLERK

AUG 20 2014

CHRISTA HIGGINS, Individually,
and RUBEN RUBIO, Individually,

Plaintiffs,

v.

ALLSTATE INDEMNITY COMPANY,

Defendant.

FILED IN DISTRICT COURT
OKLAHOMA COUNTY

Case No.:

CJ- 2014 - 4689

PETITION

Plaintiffs, **CHRISTA HIGGINS and RUBEN RUBIO**, (hereinafter referred to as "Plaintiff's") for their cause of action against Defendant, **ALLSTATE INDEMNITY COMPANY** (hereinafter referred to as "Defendant") hereby alleges and states as follows:

1. That Plaintiffs are residents of Oklahoma County, State of Oklahoma.
2. That Defendant is incorporated under the laws of the State of Illinois and is licensed to and does conduct business in the State of Oklahoma.
3. The events which give rise to the suit occurred in Oklahoma County, State of Oklahoma.
4. That this Court has Personal and Subject Matter Jurisdiction, and venue is proper under 12 O.S. §§ 137, 187.
5. That on or about May 12, 2013, in Oklahoma County, State of Oklahoma, a theft occurred in which a trailer containing tools, rims and wheels, clothing, family heirlooms, appliances, and other personal items belonging to the Plaintiffs was stolen from the residence of Ruben Rubio and Christa Higgins.
6. That at the time of the theft, Plaintiffs were insured under an Allstate Renters Policy number 000985780825, a policy of insurance written by Allstate.
7. That as an insured, Plaintiffs are entitled to timely and proper payment of policy benefits.

EXHIBIT

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8. That Defendant Allstate has failed to make timely and proper payment of Plaintiffs' rental coverage and as such, have breached the contract of insurance.

9. That Defendant Allstate acted in bad faith by unreasonably depreciating part of the claim.

10. That Defendant Allstate acted in bad faith by using a policy provision unjustly and unreasonably and in total contradiction to the facts as they have developed.

11. That Defendant Allstate acted in bad faith by failing to try to find coverage and instead looking for a reason to deny or reduce coverage.

12. That Defendant Allstate acted in bad faith by failing to properly investigate and evaluate the facts.

13. That Defendant Allstate acted in bad faith by unreasonably withholding policy benefits when it knew or should have known that Plaintiffs were entitled to those benefits.

14. That Defendant Allstate has a duty to deal fairly and in good faith with Plaintiffs.

15. That Defendant Allstate breached the duty they owed Plaintiffs by unreasonably failing to deal fairly with their own insured breaching their duty to deal fairly and in good faith by failing to timely, properly, fully, and reasonably investigate the facts of the theft and reasonably evaluate and pay Plaintiff's claim.

16. That as a result of Defendant's, Allstate, failure to deal fairly and in good faith with Plaintiffs, Plaintiffs suffered damages, including, but not limited to mental anguish and emotional distress.

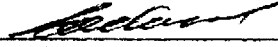
17. That the actions of Defendant Allstate during the handling of Plaintiffs' claim demonstrate they intentionally, and with malice, breached their duty to deal fairly and in good faith.

18. That the actions of Defendant Allstate was intentional, malicious and consistent with an overall collective corporate goal of increasing profits through the systematic reduction or avoidance of claims. Plaintiff therefore, seeks punitive damages.

WHEREFORE, Plaintiffs pray for judgment against the Defendant in an amount in excess of \$75,000.00 for compensatory damages for breach of contract and bad faith as well as punitive damages, together with attorney's fees, costs of this action, interest, and for such other relief as the court may deem just and proper.

Respectfully Submitted,

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